

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION

**UNITED STATES OF AMERICA
for the use and benefit of
LEAD BY DESIGN, LLC**

Plaintiff,

vs.

CIVIL ACTION NO.:

FIDELITY & DEPOSIT COMPANY OF MARYLAND,

**Serve: Corporation Service Company, Registered Agent
Bank of America Center, 16th Floor
1111 East Main St.
Richmond, VA 23219**

Defendants.

COMPLAINT

Plaintiff, the United States of America, for the use and benefit of Lead By Design, LLC (hereafter “LBD”) states its Complaint as follows:

1. This Court has jurisdiction over this matter pursuant to the Miller Act, Title 40, U. S. C. § 3131, et seq.
2. LBD is a corporation incorporated under the laws of the Commonwealth of Virginia having its main place of business in the City of Newport News, Virginia.
3. Fidelity & Deposit Company of Maryland (hereafter “F&D”) is a compensated corporate surety authorized to conduct business in the Commonwealth of Virginia.
4. The United States of America through the US Department of the Navy,

entered into a Contract with Southeast Cherokee Construction, Inc. (hereafter “SCC”) for LBD to provide certain improvements to property on the project known as IB Barracks Renovation, NS, Norfolk, Virginia, (Contract No. N4008517D1191/N4008517F4513) (hereafter the “Project”).

5. SCC, as principal and F&D, as surety, provided a Standard Form 25A Payment Bond for the Project binding SCC as principal, and F&D as surety, to make prompt payment to all persons supplying labor and material in the prosecution of the work provided for on the Project (hereafter the “Payment Bond”). A true and accurate copy of the Payment Bond is attached hereto as Exhibit A and incorporated herein.

6. Thereafter, SCC entered into a Subcontract with LBD to provide labor, equipment and materials to accomplish floor and tile work pursuant to the requirements of the Project (hereafter the “Subcontract”).

7. LBD has completed ninety five (95%) its Subcontract work, with changes thereto and is owed by SCC a Subcontract balance for labor, equipment and materials supplied by it on the Project in the amount of \$26,470.44 plus pre and post judgment interest and all costs of collection including attorney’s fees. LBD was prevented from completing the last five percent (5%) of the Subcontract work due solely to the actions and inactions of SCC.

8. F&D, as surety, is liable and responsible on its Payment Bond, for payment of the \$26,470.44, owed and unpaid by SCC to LBD for labor, material and equipment furnished by LBD in prosecution of its Subcontract work on the Project.

9. This suit is filed less than one (1) year, but more than ninety (90) days

from the last date on which LBD last furnished labor, equipment or materials to the Project.

10. SCC entered into the Subcontract with LBD in the State of Virginia and performed material portions of the work required by the Subcontract at NS Norfolk in Norfolk, Virginia, which is within the venue limits of the United States District Court for the Eastern District of Virginia, Norfolk Division.

WHEREFORE, the United States of America, for the use and benefit of Lead By Design, LLC demands judgment against Fidelity & Deposit Company of Maryland in the amount of \$26,470.44, plus pre and post judgment interest from February 9, 2020 and all costs and expenses incurred herein including reasonable attorney's fees.

UNITED STATES OF AMERICA
for the use and benefit of
LEAD BY DESIGN, LLC.

By: /s/ David A. Hearne
Of Counsel

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